

---

**REQUEST FOR PROPOSALS**

**RFP # HHSC FY06-377**

**RADIOLOGY SERVICES  
FOR  
EAST HAWAII AND WEST HAWAII**

**Hawaii Health Systems Corporation  
3675 Kilauea Avenue  
Honolulu, Hawaii 96816  
AN AGENCY OF THE STATE OF HAWAII**

---

## **TABLE OF CONTENTS**

<b>SECTION 1:</b>	<b>GENERAL NOTICE</b>
<b>SECTION 2:</b>	<b>SCOPE OF SERVICES</b>
<b>SECTION 3:</b>	<b>PROPOSALS</b>
<b>SECTION 4:</b>	<b>EVALUATIONS</b>
<b>SECTION 5:</b>	<b>AWARD OF CONTRACT</b>
<b>APPENDIX A:</b>	<b>TRANSMITTAL COVER LETTER FORM</b>
<b>APPENDIX B:</b>	<b>REFERENCES</b>
<b>APPENDIX C:</b>	<b>GENERAL CONDITIONS</b>

---

## SECTION 1

### 1.1 INTRODUCTION

This Request For Proposal (hereinafter “RFP”) is issued by the Hawaii Health Systems Corporation (“HHSC”), an Agency of the State of Hawaii. The rationale for this RFP is to promote and ensure the fairest, most efficient means to obtain the benefits of the most qualified, responsive and responsible proposal. Hereinafter, organizations interested in submitting a proposal in response to this RFP shall be referred to as “Offerors” or “CONTRACTOR”.

### 1.2 PROCUREMENT TIMETABLE

The timetable set out herein represents HHSC’s best estimate of the schedule that will be followed in the RFP process. If an event of the timetable, such as “Proposal Submission Deadline” is delayed, the rest of the timetable dates may be shifted by the same number of days. Offerors will be advised, by addendum to the RFP, of any changes to the timetable.

<u>Event</u>	<u>Scheduled Date</u>
Submission Deadline for Questions, Clarification Requests	Thursday, August 17th
Proposal Submission Deadline .....	Monday, August 28th
Proposal Evaluations, Clarifications .....	Friday, September 8th
CONTRACTOR Selection/Award Notification ( <b>on/about</b> ) .....	Friday, September 18, 2006
Contract Tentative Commencement Date .....	Monday October 2nd 2006

### 1.3 SUBMISSION OF INTENT TO SUBMIT PROPOSAL

Offerors should submit, in writing, by **Friday, August 11th**, their intent to submit (or not submit) a proposal. Please forward your company’s intentions either by fax to: 808 933-2776 or by email to: [aganzemuller@hhsc.org](mailto:aganzemuller@hhsc.org) .

### 1.4 SUBMISSION OF QUESTIONS, CLARIFICATION REQUESTS

Offerors are encouraged to submit written questions and requests for clarification pertaining to the RFP.

Questions must be submitted in writing via hand-delivery, electronic mail, facsimile or post mail to the following not later than the “Submission Deadline for Questions, Clarification Requests”, identified above, in order to generate an official answer.

---

**Mr. Albert C. Ganzemuller**  
**Hilo Medical Center**  
**1190 Waianuenue Avenue**  
**Hilo, Hawaii 96720**  
**Email: [aganzemuller@hhsc.org](mailto:aganzemuller@hhsc.org)**

All written questions will receive an official written response from HHSC and become addendums to the RFP. The only official position of HHSC is that which is stated in writing and issued in the RFP as addendums thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon.

## **1.5 SITE VISITS**

Offerors are encouraged to arrange site visits to the hospitals included in the Scope of Services. Offerors should contact the individual hospital's Regional Chief Executive Officer's offices to arrange a date and time for site visits. Contact information (telephone numbers, addresses) can be found at the following website:

<http://www.hhsc.org>

---

## **SECTION 2**

### **SCOPE OF SERVICES**

#### **2.1 INTRODUCTION**

The purpose of this Request for Proposal (RFP) is to award a contract for hospital based, patient-focused professional radiologic services (“Services” or “Work”) for several hospitals belonging to Hawaii Health Systems Corporation (“HHSC”). The hospitals for which Services shall be provided are: 1) Hilo Medical Center, 2) Hale Ho’ola Hamakua, 3) Ka’u Hospital, 4) Kona Community Hospital and 5) Kohala Hospital (“Hospital” or “Hospitals”). The Services shall include, but not be limited to, diagnostic radiology (“x-ray”), nuclear medicine (“NM”), computed tomography (“CT”), ultrasonography (“US”), magnetic resonance imaging (“MRI”), mammography, interventional radiology (“interventional procedures”), needle localization and echogram interpretation as described further in the Scope of Services, below. Note: Some hospitals may not require all of the services noted.

Hilo Medical Center (HMC) is the largest facility in the Hawaii Health Systems Corporation. Established in 1897, HMC has grown from a 10-bed hospital, erected by the Hawaiian government, to the present facility of 275 licensed beds, consisting of 141-acute licensed beds including a 20-bed psychiatric unit, a separate 134-bed licensed extended care facility and an accredited home care agency. Built in 1984, next to the old hospital, the new facility sits on roughly 20.5 acres of land, adjacent to the picturesque Wailuku River. Also on the campus is the St. Francis Dialysis Center, the Hawaii Radiologic Associates Women's Imaging Center, the Veteran’s Administration (VA) Community Based Outpatient Clinic and the medical center's Hawaii Pacific Oncology Center.

Kona Community Hospital (KCH) is a 94 bed full service Acute and Long Term Care Hospital founded in 1941 supporting a population on the West Coast of the Island of Hawaii of 42,000. It is a member of the Hawaii Health Systems Corporation. This is a special agency of the State of Hawaii established in 1996.

The acute care beds are divided into the following functional units: ICU (9), OB (7), Behavioral Health (11), General Medical/Surgical (33), and Skilled Nursing (14) and Long Term Care (20).

The hospital operates a 24-hour emergency service with in house board certified emergency medicine physicians who treated over 16,000 patients in FY 04. The OB Department delivered 446 babies, and the three operating suites performed over 3,300 procedures last year. Diagnostic services provided include Radiology, MRI, CT Scan, Ultrasound, Nuclear Medicine plus a full service Laboratory and Pathology. Ancillary services available are Chemotherapy and Infusion Services, Ambulatory Surgery, Physical Therapy, Occupational Therapy, Respiratory Therapy and Dietary Services and Pharmacy.

The 64 members of the medical staff are composed of the following specialties: General Surgery, Internal Medicine, General Medicine, Cardiology, Urology, Emergency Medicine, Medical Oncology, Ophthalmology, Otolaryngology, Obstetrics/ Gynecology, Pediatrics, General Practice, Family Practice, Anesthesiology, Pathology, Dentistry, Psychiatry, Oral and Maxillofacial Surgery, Plastic and Reconstructive Surgery, Podiatry, Orthopedics, Radiology, Gastroenterology, Infectious Disease and Addiction Medicine. 95% are Board Certified.

---

Information for other Hospitals can be found at the following website:

<http://www.hhsc.org>

The Offeror awarded a contract under this RFP shall be referred to as “Contractor” and/or “CONTRACTOR” and/or “Offeror” and responsible to perform “Scope of Services” requirements, below.

## **2.2 CONTRACT START DATE/DURATION**

The expected effective date of contract to be awarded as a result of this RFP is October 2, 2006. The contract term shall be three (3) years.

## **2.3 SCOPE OF SERVICES**

CONTRACTOR shall provide the following Scope of Services (which shall be broken out by individual Hospital):

### **2.3.1 Hilo Medical Center (HMC):**

#### **Definitions**

For the purposes of this document, the following definitions shall be used:

“Exclusive of other activities” shall mean that the Work performed shall be for HMC, ONLY, and no other enterprise or firm, including those that the CONTRACTOR may be engaged in at other facilities or sites.

“Imaging” shall mean all of the radiologic services provided by HMC including, but not limited to, x-ray, NM, CT, US, MRI, mammography, and interventional procedures.

“Normal Working Hours” shall mean 7:00am to 5:00pm, Monday through Friday, and from 7:00am to 12:00 noon on Saturdays, Sundays and all holidays observed by the State of Hawaii and the federal government

“Radiologist” or “Radiologists” shall mean qualified radiologist(s), who are:

- a. Employed by the CONTRACTOR;
- b. Licensed to practice in the State of Hawaii;
- c. Board certified by the American Board of Radiology, and;
- d. Active Member(s) of the HMC Medical Staff with privileges in accordance with their education, training and current competency prior to being assigned to HMC to perform professional radiologic services.

---

## **I. General Requirements**

The CONTRACTOR shall:

1. Comply with the bylaws, policies and procedures, and the rules and regulations of the HHSC, HMC, and HMC Medical Staff, as they apply to the CONTRACTOR, and with all local, state and federal laws and regulations governing health care, and all requirements and guidelines of the United States Nuclear Regulatory Commission (“NRC”), and shall faithfully and diligently perform its duties and responsibilities during the term of this contract.
2. Uphold the standards of professional behavior, practice quality, and related medical care of patients as directed by the Hospital’s Medical Staff and all related documents the Medical Staff may utilize in directing physician interaction with Hospital employees, Medical Staff, patients, patient family members and visitors to the Hospital.
3. Perform the Work and functions of the Imaging service in a manner consistent with currently approved methods and practices of radiology, and subject to Medicare and Medicaid regulations.
4. Provide no less than two (2) Radiologists who shall be physically present in the Hospital’s Imaging Department from 7:00am to 5:00pm, Monday through Friday, and one (1) Radiologist from 7:00am to 12:00noon on Saturdays, Sundays and all holidays observed by the State of Hawaii and the federal government, to read and interpret radiologic procedures, exclusive of other activities, for the Hospital during the hours stated above.
5. Ensure that no less than one (1) Radiologist is available to read and provide interpretations, exclusive of other activities, for Imaging twenty-four (24) hours a day, seven (7) days a week. Preliminary readings and interpretations may be provided via teleradiology if such interpretation is acceptable to the referring physician. If a teleradiology interpretation is not acceptable to the referring physician, the CONTRACTOR shall provide an on-call Radiologist who shall telephonically assist the referring physician with interpretation of Imaging studies and who will, if requested by the referring physician, be physically present at the Hospital to discuss the results of the Imaging study in accordance with, and in the time frames set forth by, the Medical Staff bylaws, policies and procedures, and rules and regulations.
6. Without limitation to any of the foregoing, provide an on-call Radiologist available twenty-four (24) hours a day, seven (7) days a week for emergency interventional procedures.
7. Arrange to have Radiologists as replacements when necessary to assure adequate coverage and a high quality of uninterrupted radiologic services to the Hospital. Radiologists acting as replacements shall obtain medical staff privileges prior to working for the CONTRACTOR at HMC.
8. Bill for professional services, only. The Hospital shall have exclusive rights to bill and be reimbursed for all technical components of procedures, and Hospital/facility fees where applicable.
9. Provide a Chairperson, Vice-Chairperson, and Radiation Safety Officer qualified by the NRC. Radiation Safety Committee meeting attendance is mandatory.

- 
10. Provide a written schedule to the Imaging Director and Medical Staff Office no less than twenty-one (21) calendar days prior to the start of said schedule with the name(s) of the Radiologists providing services to the Hospital, including the name(s) of the on-call Radiologist that will provide emergency interventional procedure coverage. The schedule shall include, without limitation, the telephone number(s) and/or pager number at which the Radiologist may be reached during his assigned schedule.
  11. Develop written protocols for each modality in the Imaging Department within a period of three (3) months from the start date of this contract, present the protocols to the Hospital's Medical Executive Committee ("MEC"), and work with the MEC to ensure that the protocols are accepted within six (6) months of the start date of this contract. In addition, the CONTRACTOR shall provide continuing yearly in-service education to the Hospital's Medical Staff and employees on the use and appropriateness of protocols. The CONTRACTOR shall review the protocols on a yearly basis and revise/update the same, as applicable.
  12. Assist in reviewing and evaluating the clinical work of the Hospital's Medical Staff as required by the Medical Staff or the Hospital's Medical Director.
  13. Participate in the presentation of reviews and evaluations at the Hospital Medical Staff's regular and special meetings and assist in the planning work of the Hospital's Medical Staff as required for accreditation by the Joint Commission on the Accreditation of Healthcare Organizations ("JCAHO") and Medicare/Medicaid regulations.
  14. Be responsible for maintaining a radiation safety program for all Imaging Department personnel and other Hospital personnel as appropriate.
  15. Cooperate with the Hospital in establishing and maintaining an in-service program for all Imaging personnel that includes infection control procedures, proper patient transport and handling, and patient privacy rights. Additional topics may be added by the Hospital's Administration as required.
  16. Schedule, provide, and supervise professional education that includes a minimum of twelve (12) accredited hours per year, or three (3) accredited hours per quarter, for the Imaging technologists at the Hospital.
  17. Provide and participate in professional conferences and seminars for the Hospital's Medical Staff as part of the Continuing Medical Education ("CME") program to maintain sound medical standards. This shall include, but not be limited to, a monthly diagnostic imaging conference and a monthly tumor conference.
  18. Chair and/or sit on Hospital committees as requested by the Hospital Administration or by the Medical Staff for the purpose of maintaining acceptable standards as required by the JCAHO and other certifying agencies, and for the purpose of continuous improvement of medical care. Radiologists who are asked to Chair and/or sit on Hospital committees shall attend no less than seventy-five percent (75%) of the meetings scheduled within the calendar year.
  19. Advise and participate in meeting accreditation requirements as established by the JCAHO and in meeting quality standards by participating in radiology survey programs, as appropriate.
  20. Assist the Hospital in the coordination of their work with other health agencies for the purposes of research and other allied health services as approved by the Hospital Administration.



- 
21. Provide monthly written reports to the Hospital's Chief Executive Officer or his designee, which document the manner in which its professional obligations are met. The report shall include supervisory activities, technologist CME, in-service programs, professional conferences, and equipment recommendations and the justification for their purchase or replacement.
  22. Provide annual chest x-ray interpretations for the Hospital's volunteers at no charge to the Hospital.

## **II. Specific Service Expectations**

1. The CONTRACTOR shall ensure that the services provided shall be adequate to provide a high quality of radiology services to patients in a manner that complies with the policies and standards outlined by the Hospital, and is consistent with currently approved methods and practices in its professional specialty. Reference policies and standards shall be those stated in the published American College of Radiology Practice Guidelines and Technical Standards and American College of Radiology Appropriateness Criteria <sup>TM</sup>.
2. Radiologists shall respond via telephone to pages within fifteen (15) minutes of being called, including calls from Hospital staff as well as Medical Staff.
3. Provide preliminary interpretations of all Imaging studies to the Hospital and other ordering and consulting Medical Staff members within thirty (30) minutes of receiving the studies. Until a RIS/PACS system is established, Radiologists shall provide a written preliminary report for all inpatient procedures and requested outpatient procedures. This expectation also applies to on-call and teleradiology studies.
4. Dictate final interpretations of Imaging procedures within one (1) hour of receiving the studies during Normal Working Hours. For procedures read After Normal Working Hours, final interpretation dictation shall be done within the first hour of the next workday.
5. Procedures that require that a physician be present (i.e., intravenous contrast injections) must be seen through its entirety by the Radiologist. The Radiologist is expected to be physically present, within the confines of the Imaging Department throughout the length of the procedure, and shall not leave the premises until the procedure is completed, even if the duration of the procedure extends beyond Normal Working Hours.
6. Radiologists are responsible for managing, controlling, and directing emergency/crisis situations in procedures, as well as for managing Code 500's within the imaging department.
7. All Radiologists performing invasive and/or interventional procedures must be Advanced Cardiac Life Support ("ACLS") certified, with a current certification, at the time the procedure is performed in the department.
8. If a patient is unstable and/or it is not in the patient's best interest as determined by the ordering physician and/or charge nurse with input from the radiologist, patient shall be transported to the Imaging Department for a procedure. If, however, the procedure may be safely performed at the bedside, the Radiologist shall perform the procedure at bedside.

- 
9. If a Radiologist provides an interpretation of Imaging studies from a location other than the Hospital, the Radiologist shall be directly responsible for faxing or electronically transmitting a copy of the preliminary report to:
    - a. The Hospital department or physician's office from which the order was generated, and;
    - b. The Imaging Department to complete the patient's record.
  10. A significant finding which may affect the course of evaluation or treatment of a patient, or which may result in further studies, shall be communicated directly by the Radiologist to the referring physician.
  11. If the teleradiology system or equipment failure affects the Radiologist's ability to interpret studies from an off-site location, the Radiologist is expected to be physically present at the Hospital within thirty (30) minutes of being informed of the system failure.
  12. The Radiologist shall protocol (with or without contrast) all radiology requests/orders using their own professional opinion in conjunction with the referring physician's assessment. If the Radiologist determines that an exam other than what has been ordered is appropriate for the symptoms and/or diagnosis being made, the Radiologist will contact the referring physician directly, and will discuss the order with the referring physician, making suggestions and offering other procedures as appropriate.
  13. A Radiologist shall be available twenty-four (24) hours a day, seven (7) days a week for consultation by referring physicians, Hospital Medical Staff, Imaging technologists, patients and/or family members of patients who are being serviced by the Imaging Department.

### **III. Teleradiology and Information Systems**

1. HHSC will provide teleradiology equipment with image resolution sufficient for emergency interpretation of radiologic images off-site (i.e., from the Radiologist's off-campus office or from his home). The teleradiology system will be compatible with that existing at the Queen's Medical Center (Honolulu, Hawaii), Straub Clinic and Hospital (Honolulu, Hawaii), and Kapiolani Medical Center for Women & Children (Honolulu, Hawaii). Images may be transmitted to, or received from, these institutions for consultations and/or in the event of emergencies, in accordance with the Health Insurance Portability and Accountability Act ("HIPAA") rules and regulations. Images may be sent to, or received from, other institutions with compatible systems, in accordance with HIPAA rules and regulations.

#### **CONTRACTOR SHALL:**

2. Provide twenty-four (24) hour on-call service for all teleradiology equipment, in the event of failure. The applicable information (i.e., name of service firm/person, telephone contact numbers, account number, etc.) shall be provided in writing to the Hospitals' Imaging Department and Information Systems Department.
3. Participate in developing needs assessments, technical planning and scope of Service documents for the purchase of a RIS and PACS system, attend vendor demonstrations of RIS/PACs products, and provide feedback to the Imaging Department and Hospital

---

Administration on the selection of equipment. When a RIS/PACS system is selected, the radiologist shall attend vendor kick-off meetings, interface requirements development meetings, and shall participate in vendor technical review and planning, timeline and action planning, Hospitals' testing, and Hospitals' sign off of the system. The radiologist(s) shall participate in a minimum of seventy-five (75%) of the activities planned for the selection and implementation of the RIS and PACS system.

#### **IV. Performance Improvement / Risk Management**

The CONTRACTOR shall:

1. Provide a physician representative to work with the Hospital's Administrators to achieve a cost effective solution for the problem of radiologic technology staffing at Hawaii Island hospitals in conjunction with the University of Hawaii System.
2. Participate in performance improvement activities throughout the Hospital as required and within the Imaging Department, including peer review.
3. Identify patient safety issues and work with the Imaging Department and Hospital Administration to reduce errors, patient falls, contrast reactions, complications and/or adverse outcomes related to Imaging procedures.
4. Provide written quarterly reports in July, November, April and January, for the preceding three month's activities regarding:
  - a. The number of missed diagnoses per month;
  - b. The number of erroneous diagnoses per month;
  - c. The number of repeated procedures per month;
  - d. The number of re-reads/overreads procedures per month;
  - e. Differences of opinions between Radiologist's interpretations of procedures, and;
  - f. Other performance measurements/indicators identified in the future that would be helpful to the Hospital's Administration in improving performance.

Collection of data for the quarterly written reports shall be the sole responsibility of the CONTRACTOR. Hospital employees shall not be utilized for data collection, analysis, compilation, or transcription for report preparation.

5. Participate and provide input in all Root Cause Analyses that are conducted in the Imaging Department.
6. Radiologists will send film reading discrepancies, chart documentation, and all direct communications regarding the discrepancy, to the attention of the Quality Management Department for peer review purposes.

#### **V. Hospital Duties and Responsibilities**

The Hospital shall:

1. Provide one (1) 10 X 10FT.office in the Imaging Department for the Radiologists shared use.
2. A minimum of two (2) 8 X 10 FT. reading stations with view boxes within the Imaging Department for Radiologists from which they may read, interpret and dictate procedure results.

- 
3. Provide Equipment including:
    - A. One (1) CT Scanner
    - B. Three (3) Nuclear Medicine Cameras
    - C. One (1) MRI
    - D. Two (2) Ultrasounds
    - E. Four (4) Radiologic Diagnosis Rooms
    - F. One (1) Angiography Suite
  4. Provide Supplies including, but not limited to:
    - A. Cardiolite
    - B. Radio Isotopes
    - C. Contrast Dyes
    - D. Injectibles
    - E. Syringes
    - F. Tubing
    - G. Gauze
  5. Staff each Imaging modality based on the Hospital's volumes and needs. The Hospital, through its Imaging Director, shall work with the Radiologists on staffing issues, and shall notify the Hospital of any changes to the normal operating schedule. Standard staffing provided includes:
    - A. Five (5) CT technologists - 24 hours a day
    - B. Two (2) MRI technologists – M-F 7am – 5pm
    - C. Three (3) Ultrasound technologists – M-F 6am – 11:30pm plus on call
    - D. Three (3) Nuclear technologists M-F 6:30am – 3:30pm
    - E. Twelve (12) Diagnostic X-Ray technologists – 24 hours a day
    - F. Three (3) File clerks – Seven (7) days a week 8am – 4:30pm
  6. Provide the minimum patient demographic information necessary for the Radiologists to complete their professional billing.
  7. Provide transcriptionists or a transcription service to type dictation for the department at the Hospital's expense. Standard staffing provided includes:
    - A. Two (2) Transcriptionists – Seven (7) days a week
    - B. A minimum of one (1) Receptionist – M-F 6am – 8pm, Saturday & Sunday 7am – 3:30pm

## **VI. Miscellaneous**

1. The CONTRACTOR shall not conduct non-Hospital related business on HMC's premises.
2. Ownership of patient/procedure scheduling shall be the responsibility of the Hospital. Any requests for changes in scheduling shall be discussed with the Imaging Director or her designee.
3. The Hospital encourages effective communication amongst Radiologists. As such, any conflicts amongst Radiologists that the Hospital is made aware of shall be discussed with the Radiology Department Chair, and shall be resolved by the CONTRACTOR in a timely manner.

- 
4. Any questions on contract interpretation shall be discussed by Hospital Administration and the CONTRACTOR's representative. Any request for changes will be forwarded to the contract manager.

### **2.3.2 Hale Ho'Ola Hamakua and Kau Hospitals**

#### **I. General Requirements**

The CONTRACTOR shall:

1. Make available qualified radiologists to provide interpretations for x-rays and consultative services twenty four (24) hours per day, seven (7) days a week.
2. The CONTRACTOR shall monitor and review radiology Services for the Hospitals through review and reporting of all examinations. A quarterly report to each Hospital will document this monitoring and review process and will include recommendations for quality improvement, service improvement, and the acquisition of equipment and supplies.
3. The CONTRACTOR shall cooperate with the Hospitals to achieve the most cost effective plan, which is mutually agreed upon, for on call assignment to assure adequate and uninterrupted radiology services to the Hospital.
4. The CONTRACTOR shall provide a qualified radiologist for reading and interpretation services of x-ray films linked by teleradiology and available for preliminary telephone reports.
5. The CONTRACTOR shall schedule, provide, and or supervise professional education that provides a minimum of twelve (12) accredited hours per year or three accredited hours per quarter for the x-ray technician at the Hospital. The minimum of 12 credits will be arranged on site at the CONTRACTOR's expense.
6. The CONTRACTOR shall offer one (1) professional seminar annually for the facility as part of its continuing education program to maintain sound medical standards.
7. The CONTRACTOR shall advise and assist in meeting certification requirements as established by CMS and DOH in meeting certification and licensing standards of quality control for radiology Services.
8. The CONTRACTOR shall provide annual chest x-ray interpretations for Hospitals employees and volunteers at no charge.
9. The CONTRACTOR shall provide quarterly written reports to the Hospitals administrators that document the manner in which professional and technical obligations are met. The reports will include supervisory activities, technician CME, in-service

---

programs, professional conferences, staffing recommendations and equipment recommendations.

10. The CONTRACTOR shall provide as part of the quarterly report a description of administrative services and the number of hours spent performing the contracted administrative services.

11. All radiologist assigned by the CONTRACTOR to the Hospitals shall obtain consulting privileges in radiology.

## **II. Teleradiology and Information Systems**

1 HHSC will provide teleradiology equipment with image resolution sufficient for emergency interpretation of radiologic images off-site (i.e., from the Radiologist's off-campus office or from his home). The teleradiology system will be compatible with that existing at the Queen's Medical Center (Honolulu, Hawaii), Straub Clinic and Hospital (Honolulu, Hawaii), and Kapiolani Medical Center for Women & Children (Honolulu, Hawaii). Images may be transmitted to, or received from, these institutions for consultations and/or in the event of emergencies, in accordance with the Health Insurance Portability and Accountability Act ("HIPAA") rules and regulations. Images may be sent to, or received from, other institutions with compatible systems, in accordance with HIPAA rules and regulations.

### **CONTRACTOR WILL:**

2 Provide twenty-four (24) hour on-call service for all teleradiology equipment, in the event of failure. The applicable information (i.e., name of service firm/person, telephone contact numbers, account number, etc.) shall be provided in writing to the Hospitals' Imaging Department and Information Systems Department.

3 Participate in developing needs assessments, technical planning and scope of Service documents for the purchase of a RIS and PACS system, attend vendor demonstrations of RIS/PACS products, and provide feedback to the Imaging Department and Hospital Administration on the selection of equipment. When a RIS/PACS system is selected, the radiologist shall attend vendor kick-off meetings, interface requirements development meetings, and shall participate in vendor technical review and planning, timeline and action planning, Hospitals' testing, and Hospitals' sign off of the system. The radiologist(s) shall participate in a minimum of seventy-five (75%) of the activities planned for the selection and implementation of the RIS and PACS system.

### **2.3.3 Kona Community Hospital (KCH)**

#### **I. Services:**

1.1 CONTRACTOR shall provide the following services:

- 
- Radiology (Diagnostic)
  - CT and Virtual Studies
  - Ultrasound
  - MRI
  - NM
  - Needle Localization
  - Echogram Interpretation

1.1.1 The general areas that will be covered when describing the Services listed above are:

- Professional Services
- Staffing of professional positions (including on-call and Teleradiology support)

1.1.2 Professional Services. The CONTRACTOR shall:

1.1.2.1 Comply with the Hospital's Medical Staff, bylaws, rules and regulations, the policies and procedures of the Hospital, administrative policies of the Imaging Department, State and Federal laws and regulations, standards set forth by accreditation agencies, and shall faithfully and diligently perform imaging responsibilities during the term of the contract awarded as a result of this RFP

1.1.2.2 Monitor and review all aspects of imaging Services listed herein of the Hospital, including making recommendations for the acquisition of equipment, supplies, staffing (performance and levels), and overall departmental performance.

1.1.2.3 Interpret chest x-rays for Hospital's employees and volunteers.

1.1.2.4 Perform the duties of Radiation and Nuclear Medicine Safety Officer.

1.1.2.5 Radiologists(s) will utilize electronic technology, as available, to read, store and document readings. Furthermore, radiologist(s) shall agree to keep their professional training current with any new technology as it becomes standard in their professional community.

1.1.2.6 Provide administrative services to the Department, including, but not limited to, coordination, supervision and evaluation of the medical services provided in the Department; assist the Hospital's Administration in the management and marketing of the Department; provide clinical supervision of the Department staff; assist in developing the Department's rules and regulations, policies, clinical protocols, forms and records, including patient information forms and medical record forms; provide technical advice and assistance as may be requested, to facilitate the installation of equipment or expansion of the Department; make or direct the making of such reports and records as may be required by regulatory bodies, whether public or private, and as may be required by the Hospital; and, in general, manage the Department in an efficient and effective manner.

1.1.3 Staffing. The CONTRACTOR shall provide the following staffing services:

---

1.1.3.1 The appropriate number of radiologists is available to provide the initial interpretations to the emergency department within 30 minutes and to provide on site physician monitoring of imaging services. The radiologists shall be:

- a. Licensed to practice in the State of Hawaii
- b. Board-certified in the radiology related specialty.
- c. A member of or shall obtain credentialing and membership to the Hospital's Medical staff.

1.1.3.2 Radiologists shall be available twenty-four (24) hours per day, seven (7) days per week with on-site daily services, 7:30 AM to 5:00 PM (or later if patient demand warrants), excluding weekends and holidays. Any changes regarding radiologist on-site hours will be by mutual agreement between the parties. When radiologists are not on-site at the Hospital, coverage will be provided by a) on-call services and b) Teleradiology services, as follows:

- a) When not on-site at the Hospital, radiologists will be on-call. On call is defined as able to be communicated with and be at the Hospital within thirty (30) minutes
- b) Teleradiology services means the ability to view images at a site other than the Hospital and the radiologist calling the opinion/conclusion to the Hospital. Specific terms for Teleradiology services are as follows:
  - All radiologists performing final reading via Teleradiology services, including those from other physical locations, must be credentialed at Kona Community Hospital.
  - All non-final Teleradiology readings shall have the images transcribed, printed and in the chart by 12 noon of the next day

## **II. CONTRACTOR's General Obligations:**

1. Qualifications of Providers: CONTRACTOR represents and warrants that at all times during the during the performance of Services:
  - 1.1. Each of CONTRACTOR'S members, employees, and/or independent contractors (each a "Physician") who provide Services shall be a member in good standing of the Hospital's Medical Staff with appropriate clinical privileges, as determined by the Hospital and shall participate in the affairs of the Medical Staff as requested.
  - 1.2. Each Physician shall have an maintain an unrestricted license to practice medicine in Hawaii;
  - 1.3. Each Physician shall have and maintain in good standing the right and ability to prescribe controlled substances, narcotics and prescription drugs, including an unrestricted federal Drug Enforcement Agency number.
  - 1.4. Each Physician shall not have i) been excluded or suspended from participation in any federal or state health care program, including, but not limited to Medicare, Medicaid, and CHAMPUS/Tricare; ii) received a criminal conviction related to healthcare; or iii) been suspended, excluded, debarred or sanctioned under any other health care program,



---

including the Food and Drug Administration, the National Institutes of Health, the Department of Defense or the Department of Veterans Affairs.

- 1.5. CONTRACTOR shall ensure that all Physicians agree to and abide by the obligations of CONTRACTOR.
- 1.6. CONTRACTOR agrees not to use, or permit any of its Physicians to use, any part of HHSC for any purpose other than the performance of Services or the provision of clinical services within the scope of such Physicians' clinical privileges. Without limiting the generality of the foregoing, CONTRACTOR agrees that no part of the premises of HHSC shall be used at any time as an office for private practice and delivery of care for non-HHSC patients. This provision shall not, however, be construed, as prohibiting CONTRACTOR from maintaining an office for private practice at any professional building owned by HHSC or any of its affiliates
- 1.7. Confidential Information
  - 1.7.1. Confidential Information. In the course of its discharging its responsibilities as an exclusive provider of Services, CONTRACTOR and its physicians will actively participate in Hospital's financial and business strategies and tactics concerning the Imaging Department, and will, therefore, have access to confidential information related thereto (as described, the "Confidential Information"). Such Confidential Information include, without limitation, internal memoranda, patient lists, third party payor contracts and correspondence, demographic studies, research reports and analyses, emails, and other items. CONTRACTOR and its physicians may also participate in meetings conducted for the purpose of discussing such financial and business strategies and tactics. Accordingly, Confidential Information shall include all of the information described in this Section 2.7, regardless of form, including without limitation writings, computer disks or drives, computer presentations, and oral communications.
  - 1.8 Radiologist shall provide and work a schedule that allows the Hospital staff to work efficiently and support and encourage better patient care.
  - 1.9 Radiologists must adhere to the schedule (when biopsies are scheduled) once published and agreed-upon.
  - 2.0 Radiologists shall provide support for Hospital's technical staff (biopsies being performed with US guidance by other physicians).
  - 2.1 Aid Hospital staff with the development of policies i.e., required pre-examination or pre-procedure lab tests and other tests and evaluations
  - 2.2 Radiologists shall strive to ensure an atmosphere of learning and teaching in the department with Hospital's staff.
  - 2.3 The Hospital's radiology department strives to encourage a team environment, where all staff are encouraged to contribute to the patients' well-being. Therefore, radiologists must be able to work and contribute to a team environment.

### **III. Responsibilities of KCH**

- 3.1 Hospital will provide up to 200 square feet of space (two physicians areas) to the CONTRACTOR to read, dictate, and monitor the Imaging Department services.
- 3.2 Supplies. Hospital will furnish, at no cost to CONTRACTOR, all supplies necessary for the optimum operation of the Imaging Department and in a manner consistent

- 
- with the Hospital's accreditation requirements, and in compliance with state and federal laws, including, but not limited to, the requirements for reimbursement by the Medicare, Medicaid, and other governmental healthcare programs.
- 3.3 Utilities and Miscellaneous Services. Hospital will furnish, at no cost to CONTRACTOR, all utilities, including telephone service, light, water, heat, and air conditioning, and all other services, including laundry, linen, maintenance and janitorial services necessary for the optimum operation of the Imaging Department. Hospital will further provide long distance telephone service and high-speed internet access for CONTRACTOR's physicians, solely for the purpose of facilitating the provision of care to the Hospital's patients, at no cost to CONTRACTOR.
- 3.4 Hospital is responsible to have the necessary equipment available to perform the Services listed herein.
- 3.4.1 The equipment will be maintained and services provided in a regular and/or timely manner.
- 3.4.2 The equipment will be upgraded as necessary and with consideration for the availability of funds.
- 3.4.3 The equipment needs of the Imaging Department will be evaluated on a regular basis with input received from the radiologists.
- 3.5 Hospital shall furnish, at no cost to CONTRACTOR, for use in the Imaging Department, the services of all technological staff and personnel, including teleradiology. Hospital shall be responsible for all costs and expense of the employment or other retention of its personnel, including salaries, wages, health insurance and other fringe benefits, payroll taxes, Social Security contributions, workers compensation, and any cost of premiums payable with regard to other government mandated or employment related insurance. Hospital has the right to hire, retain, evaluate, discipline, and terminate any of its personnel in the Imaging Department. Hospital may, however, consult with CONTRACTOR concerning the performance of its personnel in the Imaging Department.
- 3.6 Hospital will follow its established policies and procedures in the hiring of and monitoring of its employees
- 3.7 Hospital is responsible for providing to the CONTRACTOR all appropriate billing information within 24 hours of the Service being provided.

### **2.3.4 Kohala Hospital**

#### **I. General Requirements**

The CONTRACTOR shall:

1. Make available qualified radiologists to provide interpretations for x-rays and consultative services twenty four (24) hours per day, seven (7) days a week.
2. The CONTRACTOR shall monitor and review radiology Services for the Hospitals through review and reporting of all examinations. A quarterly report to each Hospital will document this monitoring and review process and will include recommendations for

---

quality improvement, service improvement, and the acquisition of equipment and supplies.

3. The CONTRACTOR shall cooperate with the Hospitals to achieve the most cost effective plan, which is mutually agreed upon, for on call assignment to assure adequate and uninterrupted radiology services to the Hospital.
4. The CONTRACTOR shall provide a qualified radiologist for reading and interpretation services of x-ray films linked by teleradiology and available for preliminary telephone reports.
5. The CONTRACTOR shall schedule, provide, and or supervise professional education that provides a minimum of twelve (12) accredited hours per year or three accredited hours per quarter for the x-ray technician at the Hospital. The minimum of 12 credits will be arranged on site at the CONTRACTOR's expense.
6. The CONTRACTOR shall offer one (1) professional seminar annually for the facility as part of its continuing education program to maintain sound medical standards.
7. The CONTRACTOR shall advise and assist in meeting certification requirements as established by CMS and DOH in meeting certification and licensing standards of quality control for radiology Services.
8. The CONTRACTOR shall provide annual chest x-ray interpretations for Hospitals employees and volunteers at no charge.
9. The CONTRACTOR shall provide quarterly written reports to the Hospitals administrators that document the manner in which professional and technical obligations are met. The reports will include supervisory activities, technician CME, in-service programs, professional conferences, staffing recommendations and equipment recommendations.
10. The CONTRACTOR shall provide as part of the quarterly report a description of administrative services and the number of hours spent performing the contracted administrative services.
11. All radiologist assigned by the CONTRACTOR to the Hospitals shall obtain consulting privileges in radiology.
12. The CONTRACTOR shall comply with Kohala Hospital's Medical Staff, by-laws, rules and regulations, the policies and procedures of the Hospital, State and Federal laws and regulations, and standards set forth by accreditation agencies.

---

## **II. Teleradiology and Information Systems**

- 1 HHSC will provide teleradiology equipment with image resolution sufficient for emergency interpretation of radiologic images off-site (i.e., from the Radiologist's off-campus office or from his home). The teleradiology system will be compatible with that existing at the Queen's Medical Center (Honolulu, Hawaii), Straub Clinic and Hospital (Honolulu, Hawaii), and Kapiolani Medical Center for Women & Children (Honolulu, Hawaii). Images may be transmitted to, or received from, these institutions for consultations and/or in the event of emergencies, in accordance with the Health Insurance Portability and Accountability Act ("HIPAA") rules and regulations. Images may be sent to, or received from, other institutions with compatible systems, in accordance with HIPAA rules and regulations.

### **CONTRACTOR WILL:**

- 2 Provide twenty-four (24) hour on-call service for all teleradiology equipment, in the event of failure. The applicable information (i.e., name of service firm/person, telephone contact numbers, account number, etc.) shall be provided in writing to the Hospitals' Imaging Department and Information Systems Department.
- 3 Participate in developing needs assessments, technical planning and scope of Service documents for the purchase of a RIS and PACS system, attend vendor demonstrations of RIS/PACS products, and provide feedback to the Imaging Department and Hospital Administration on the selection of equipment. When a RIS/PACS system is selected, the radiologist shall attend vendor kick-off meetings, interface requirements development meetings, and shall participate in vendor technical review and planning, timeline and action planning, Hospitals' testing, and Hospitals' sign off of the system. The radiologist(s) shall participate in a minimum of seventy-five (75%) of the activities planned for the selection and implementation of the RIS and PACS system.

## **III. Responsibilities of Kohala Hospital**

1. Kohala Hospital shall be responsible for providing to the CONTRACTOR with all appropriate billing information of Services being provided.
2. Kohala Hospital shall be responsible for the transport of films in the event that the teleradiology equipment (scanner) is down.

---

## **PROPOSALS**

### **3.1 PROPOSAL PREPARATION**

Offerors shall prepare a written proposal in accordance with requirements stated herein and provide the proposal to the individual at the address indicated below. The proposal shall include the technical categories identified below.

Proposals shall include and address, at a minimum:

- The technical information identified below;
- Transmittal Cover Letter, Appendix A;
- References, Appendix B;
- Acceptance (or Notifications of Clarifications) of our General Conditions, Appendix C.

Offerors must submit all information specified above to qualify their proposal for evaluation and consideration for award.

Additionally, the General Conditions and the Scope of Services contained in this RFP packet shall be read by the Offeror as they form a part of the contract to be entered into between the Offeror and HHSC, and they shall govern all Services.

### **3.2 DISQUALIFICATION OF PROPOSALS**

HHSC reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in the RFP and which demonstrate an understanding of the scope of Services. Any proposal offering any other set of terms and conditions contradictory to those included in the RFP may be disqualified without further notice. HHSC reserves the right to ask for clarification of any item in the proposal.

### **3.3 SUBMISSION OF PROPOSALS**

Each OFFEROR should submit one (1) original and two (2) copies of their proposal no later than 4:00pm, HST, on the “Proposal Submission Deadline”, identified in SECTION 1. **Proposals received after this time/date may be rejected.** The original shall be clearly marked “ORIGINAL” and copies shall be clearly marked “COPY”. Mail or deliver sealed proposals to the following address:

**Mr. Albert C. Ganzemuller**  
**1190 Wainanuenue Avenue**  
**Hilo Hawaii 96720**  
**PH: 808-933-2776**  
**Email: aganzemuller@hhsc.org**

---

The outside cover of the package containing the proposal should be noticeably marked, as follows:

**Proposal Submitted in Response to: RFP # HHSC FY06-377**

OFFERORS shall request in writing nondisclosure of designated trade secrets or other proprietary data to be confidential. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. HHSC cannot guarantee that designated data will be kept confidential. The proposals are subject to disclosure rules set forth in Chapter 92F, H.R.S. The OFFEROR bears the burden of establishing that the designated data is exempted from the disclosure requirements set forth in chapter 92F.

All proposals and other material submitted by OFFERORS become the property of HHSC and may be returned only at HHSC's option.

### **3.4 TECHNICAL PROPOSAL**

The technical proposal shall include the categories listed below.

#### **A. SUMMARY**

Clearly and concisely summarize and highlight the contents of the proposal in such a way to provide HHSC with a broad understanding of the proposal.

#### **B. COMPANY BACKGROUND AND DETAILS**

Provide explicit details on company's background, qualifications and experience relative to performing requirements set forth in the "Scope of Services", including but not limited to:

- a. Background of the company, i.e. services offered, size, resources, years in business, location, State of Hawaii presence (if any), State of incorporation, etc.
- b. Brief description of company's qualifications to perform "Scope of Services" requirements.
- c. Brief description of three (3) past and/or present contracts demonstrating company's qualifications, experience and performance. Include customer name, contact name and telephone number. If not available, provide contact name and telephone number of three (3) references that can discuss your company's qualifications, experience and performance.
- d. Describe and provide the company's billing and collections history and working relationship with insurance companies for the past 3 years.
- e. Copies of licensure within the State of Hawaii and other States.

- 
- f. Company financial statements for the past two years, preferably audited, or a copy of filed tax returns. Balance & Income Statements are acceptable; keep documentation simple/limited. If not available or applicable, please explain reason(s) why.
  - g. Identification of litigation currently impacting the company, if any. State “NONE”, if none.

### **C. PERSONNEL ORGANIZATION AND STAFFING**

Provide details on the company’s personnel organization and staffing relative to performing requirements set forth in the “Scope of Services”, including but not limited to:

- a. Company’s Managerial organizational chart.
- b. Personnel identified/available to perform services, including: name, years of experience, years with the company, qualifications, Curriculum Vitae, advanced cardiac life support radiology certifications, documentary evidence of board eligibility or board certifications in specialty, licenses, degrees, other credentials, and verifiable references (with contact telephone numbers), if any.

### **D. QUALITY ASSURANCE**

Provide evidence of experience documenting compliance with the quality assurance requirements of the Joint Commission on Accreditation of Healthcare Organizations, Medicare, Medicaid and similar entities.

### **E. TECHNICAL APPROACH**

Provide technical information/plans relative to performing requirements set forth in the “Scope of Services”, including but not limited to:

- a. A “Radiology Service” plan describing the technical approach to meet the Service needs of the HOSPITALS and the community it serves.
- b. A “Mission Statement” reflecting overall CONTRACTOR guidelines and values.
- c. A “Marketing and Public Relations” plan that includes:
  - 1. Coordination of efforts with HOSPITAL staff and consultants;
  - 2. Patient satisfaction surveys, questionnaires and follow-up; and,
  - 3. Coordination of efforts with local community service providers.

### **3.6 COMPENSATIONS**

HHSC intends to award a contract on a “No Cost” basis, i.e. the contract shall not provide funds for the reimbursement for CONTRACTOR’S Services. Therefore, CONTRACTOR shall receive no cash compensation from HHSC and HHSC is not obligated to compensate and/or reimburse the CONTRACTOR for the Services provided.

CONTRACTOR shall have the sole right to bill for and collect all charges for any Services provided under any contract awarded as a result of this RFP for radiology Services. The

---

Hospitals agree that the CONTRACTOR shall have the right to charge all patients treated on the basis of “fee-for-services” rendered and no part thereof shall benefit the Hospitals. The charge of the CONTRACTOR’S Physicians shall be presented to the patient as a separate and distinct charge from the Hospitals’ charges. Charges shall be billed to the patients on a separate invoice from that of the Hospital.

CONTRACTOR shall be solely responsible for the determination of the professional fees charged for such radiology Services, provided, however, such fees shall be reasonable and shall be comparable to like services rendered in similar institutions as Hospitals. CONTRACTOR shall bill each Medicare and Medicaid patients, or patients of other applicable governmental programs, for professional services in accordance with procedures established by Medicare, Medicaid, or other applicable governmental programs, regulations, and policies, when such patient is covered by such programs, shall accept assignment of such reimbursement, and shall accept as payment in full for such services reimbursements from Medicare, Medicaid, and other governmental programs, except as may otherwise be expressly provided by law or regulation, including any deductible or coinsurance or co-payment amount for which the beneficiary is responsible under Medicare, Medicaid, or any other governmental program, regulation, or policy.

Notwithstanding any of the foregoing, if Hospitals agree to pay for the radiology Services provided by CONTRACTOR to employees or patients of the Hospitals, CONTRACTOR shall bill the Hospital at the current year Medicare rates, and CONTRACTOR shall accept such payment as payment in full.

Hospitals shall be responsible for the determination of the fees for the technical (non-professional) component of the radiology Services. All such charges shall be billed and collected by Hospitals.

Hospitals will make available to CONTRACTOR, in a practical manner consistent with current practices, legible copies of all records and other supporting documentation necessary for the accurate billing of patients for Services provided by CONTRACTOR’S physicians.

### **3.7 NON ACCEPTANCE OF “SCOPE OF SERVICES” REQUIREMENTS**

If any “Scope of Services” requirement is not acceptable to the Offeror, provide detailed explanation of the reasons why, by attachment to the proposal. HHSC reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in the “Scope of Services”.



---

## **SECTION 4**

### **EVALUATIONS**

#### **4.1 INTRODUCTION**

The evaluation of proposals will be conducted comprehensively, fairly, and impartially. Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

##### **A. EVALUATION OF MANDATORY REQUIREMENTS**

The evaluation of the mandatory requirements, as listed below, shall be based upon a “pass/no pass” basis. The purpose of this phase is to determine whether an OFFERORS proposal is sufficiently responsible and responsive to RFP requirements to permit a complete evaluation, i.e. responsible in terms of “Does the OFFEROR have the capability to perform fully the “Scope of Services” requirements; and responsive in terms of “Were proposal documents, as identified below, received and contain the required information”? Failure to meet any mandatory requirement (“no pass”) will be grounds for deeming the proposal non-responsible, non-responsive or both and disqualification thereof.

##### **B. EVALUATION CATEGORIES AND VALUE WEIGHT PERCENTAGES**

Technical Proposal	<u>Value Weight</u>
Background, Qualifications and Experience .....	30%
Personnel Organization and Staffing.....	40%
Quality Assurance and Technical Approach.....	30%
<b>TOTAL.....</b>	<b>100%</b>

The evaluation categories are assigned a value weight percentage, as determined by HHSC, totaling 100%. Each member of the evaluation committee will rate each category between one (1) and five (5), with five being the highest (the best rating). The Offeror’s total score will be determined by: a) multiplying the assigned weight value of each category by the numerical rating provided by the evaluation committee member to determine the score for each category; b) totaling the score for all categories of each evaluation committee member; and c) totaling the score of all evaluators.

#### **4.2 BEST AND FINAL OFFERS (OPTIONAL)**

Offerors may be requested to submit a “Best and Final” offer. “Best and Final” offers shall be evaluated and “scoring” of the Offerors proposal adjusted, accordingly. If a “Best and Final” offer is requested but not submitted, **the previous submittal shall be construed as the “Best and Final” offer.**

---

## **SECTION 5**

### **AWARD OF CONTRACT**

#### **5.1 AWARD OF CONTRACT**

Award of contract shall be made to the most responsible and responsive OFFEROR whose proposal is judged/determined, by the HHSC's evaluation team, to provide the best value to HHSC, considering all evaluation reviews and results.

#### **5.2 CONTRACT AWARD NOTIFICATION**

An official "notice of award" letter will be provided to the successful OFFEROR; and, a "notice of non-award" letter shall be provided to all un-successful Offerors. The notice of award letter resulting from this solicitation shall be posted in a public area.

No Work or Services are to be undertaken by the CONTRACTOR prior to the execution of a contract resulting from award. HHSC is not liable for any Work or Services, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the CONTRACTOR prior to execution of contract.

#### **5.3 CONTRACT DOCUMENT**

The contract will be awarded by executing an **"Agreement for Goods or Services Based Upon Competitive Sealed Proposals"** (hereinafter "Contract") by HHSC and the successful OFFEROR (hereinafter "CONTRACTOR" or "CONTRACTOR"). This document will serve as the official, legal contractual instrument between both parties. This document will incorporate (by attachments or reference) the RFP, with any and all addendums; GENERAL CONDITIONS and any SPECIAL CONDITIONS; and, the OFFEROR's accepted proposal, with any and all addendums, changes, negotiated agreements, etc; all of which becomes part and whole of the Contract.

#### **5.4 GENERAL CONDITIONS**

The GENERAL CONDITIONS (Appendix C) are applicable and shall be part and whole and attached to any contract awarded as a result of this RFP. HHSC reserves the right to add terms and conditions during contract negotiations, if conducted. Additional terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

**PROPOSAL TRANSMITTAL COVER SHEET**  
**RFP #HHSC FY06-377**

**This page must be completed and have an original signature. Attach this page on top of your proposal. Proposals received without this page or incomplete of the requested information may be rejected from consideration.**

**Organization:** \_\_\_\_\_  
(If a corporation or partnership, the exact legal name as registered with the State Department of Commerce and Consumer Affairs)

**Mailing Address:** \_\_\_\_\_  
(Post Office Box is not acceptable)

**Federal Tax Identification No.:** \_\_\_\_\_

**CONTRACTOR's License No.:** \_\_\_\_\_

**Contact:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_ **Facsimile No.:** \_\_\_\_\_

**Certification**

**The undersigned has carefully examined the Scope of Services outlined in this RFP, general and special conditions presented in the proposal packet and hereby proposes to complete all Services as shown and called for, all according to the true intent and meaning of the scope of Services, general and special conditions. The undersigned also certifies that the information provided in this proposal is accurately represented.**

\_\_\_\_\_  
**Authorized signature**

\_\_\_\_\_  
**Printed name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**REFERENCES**

**Offerors shall list below at least two (2) references (additional references encouraged) for which the Offeror has provided similar Services. The HHSC reserves the right to contact each of the listed firms to inquire about the services and capabilities of the Offeror.**

**1. Firm:** \_\_\_\_\_

*Address:* \_\_\_\_\_

*Contact:* \_\_\_\_\_

*Phone No.:* \_\_\_\_\_

**Brief description of Work performed** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**2. Firm:** \_\_\_\_\_

*Address:* \_\_\_\_\_

*Contact:* \_\_\_\_\_

*Phone No.:* \_\_\_\_\_

**Brief description of Work performed** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**GENERAL CONDITIONS  
AND  
ACCEPTANCE**

**Offerors Agreement of Acceptance of the following GENERAL CONDITIONS:**

On behalf of \_\_\_\_\_, Offeror, the undersigned does agree that it does not have any exceptions to the following General Conditions.

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_